



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

MOTION FOR RECONSIDERATION DENIED: May 15, 2012

CBCA 2516-R

RAFAEL PORTILLO,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Rafael Portillo, pro se, Tracy, CA.

Jay N. Bernstein, Office of General Counsel, General Services Administration,
Washington, DC, counsel for Respondent.

Before Board Judges **SOMERS**, **POLLACK**, and **GOODMAN**.

SOMERS, Board Judge.

In the case of *Rafael Portillo v. General Services Administration*, CBCA 2516, 12-1 BCA ¶ 34,925, we denied Rafael Portillo's (appellant) appeal and held that the agency had complied with the terms of the lease agreement. Appellant now seeks reconsideration of the Board's decision. Familiarity with that decision is presumed.

Board Rule 26 (48 CFR 6101.26 (2011)) provides that reconsideration may be granted for any of the reasons stated in Rule 27(a), which include, among other things, newly discovered evidence which could not have been earlier discovered through due diligence, fraud, misinterpretation, or other misconduct of an adverse party, or excusable mistake.

Pursuant to our Rules, “[a]rguments already made and reinterpretations of old evidence are not sufficient grounds for granting reconsideration.” *Springcar Co. v. General Services Administration*, CBCA 1310-R, et al., 10-2 BCA ¶ 34,534, at 170,332; *see also Oregon Woods, Inc. v. Department of the Interior*, CBCA 1072-R, 09-1 BCA ¶ 34,063, *aff’d sub nom. Oregon Woods, Inc. v. Salazar*, 355 F. App’x 403 (Fed. Cir. 2009); *Beyley Construction Group Corp. v. Department of Veterans Affairs*, CBCA 5-R, et al., 08-1 BCA ¶ 33,784; *Tidewater Contractors, Inc. v. Department of Transportation*, CBCA 50-R, 07-2 BCA ¶ 33,618.

Reconsideration is not a vehicle for retrying a case or introducing arguments that have been made previously. *Ryll International, LLC v. Department of Transportation*, CBCA 1143-R (May 1, 2012); *Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians v. Department of Health and Human Services*, CBCA 237-ISDA-R, 10-2 BCA ¶ 34,476, at 170,043. Whether to grant a request for reconsideration is wholly within the discretion of the Board. *Beyley*, 08-1 BCA at 167,203 (citing *Flathead Contractors, LLC v. Department of Agriculture*, CBCA 118-R, 07-2 BCA ¶ 33,688).

Appellant asserts that Supplemental Lease Agreement (SLA) number six “does not include any language which allows the government to terminate the lease,” that the clause extending the lease for a “one year (1), six (6) month firm term” should be interpreted to mean a firm term of eighteen months, that the lease does not clearly specify whether the firm term is for one year or for six months, and that termination is not clearly specified. In our decision, we considered these arguments and determined that appellant’s interpretation was “contrary to the plain and unambiguous terms of the lease agreement,” concluding that the General Services Administration (GSA) fully complied with the terms of the lease.

Appellant argues, for the first time, that appellant had “no choice” in executing SLA number six because GSA “wanted me to do the supplemental lease agreement rightaway [sic].” In addition, appellant disputes GSA’s assessment of back rent and alleges that GSA officials failed to return appellant’s phone calls. Appellant’s belated conclusion that additional arguments might have been made or other evidence might have been highlighted is not a basis for the Board to allow reconsideration. *Mitchell Enterprises, Ltd. v. General Services Administration*, CBCA 402-R, 07-2 BCA ¶ 33,644.

Decision

Appellant has given us no reason to reconsider our decision. Consequently, the motion for reconsideration is **DENIED**.

JERI KAYLENE SOMERS
Board Judge

We concur:

HOWARD A. POLLACK
Board Judge

ALLAN H. GOODMAN
Board Judge